

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jean A Ballentine		06/11/2012	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Ballentine Family Investments, LLC		
Street Address:	2315 E. 5th Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28204		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3586482	PENGUIN DRIVE-IN	
Registration Number:	3586500	PENGUIN FOOD DRINKS DRIVE-IN	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	704-837-0055		
Email:	uspto@ti-law.com		
Correspondent Name:	C Christopher Clark		
Address Line 1:	11325 N Community House Rd Ste 250		
Address Line 4:	Charlotte, NORTH CAROLINA 28277		
ATTORNEY DOCKET NUMBER:	7152.000		
NAME OF SUBMITTER:	C. Christopher Clark		
Signature:	/C. Christopher Clark/		

Date:

06/12/2012

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is effective as of October 31st, 2010 (the "Effective Date") and is between Ballentine Family Investments, LLC, a North Carolina limited liability company ("Assignee") and, Jean Ballentine, an individual ("Assignor").

WHEREAS, Assignor is the owner of the marks shown on Schedule A (the "Marks"), and Assignor has agreed to sell, convey, and assign the Marks to Assignee, and Assignee has agreed to purchase such for the sum of one dollar (\$1.00); and

WHEREAS, the parties hereto desire for all of the right, title and interest in and to the Marks to be assigned from Assignor to Assignee in accordance with the terms and conditions set forth herein.

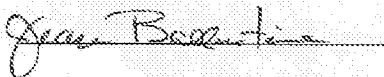
NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

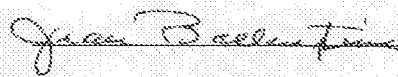
1. Assignment. Assignor does hereby sell, convey, transfer, assign, and deliver unto Assignee, for the benefit of Assignee, its successors and assigns, the entire right, title and interest in, to, and under the Marks, as used in connection with the goods and services listed in the registrations on Schedule A, and in and to the goodwill associated with the Marks for Assignee's own use and benefit and for the use and benefit of its successors, assigns, or other legal representatives, together with all claims for damages for past infringement of said Marks, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives.
2. Additional Consideration. As additional consideration for entering into this Agreement, Assignee will pay Assignor the one-time sum of one U.S. dollar (US\$1.00) within a reasonable period of time after the Effective Date.
3. Miscellaneous. This Assignment may be executed in one or more counterparts, each of which shall be an original but all of which shall constitute one instrument. Facsimile and pdf e-mail signatures shall have the same legal effect as manual signatures. If any provision contained in this Assignment shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not invalidate this entire Assignment. Such provision shall be deemed to be modified to the extent necessary to render it valid and enforceable, and if no such modification shall render it valid or enforceable, then this Assignment shall be construed as if not containing such provision.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

ASSIGNOR:
JEAN BALLENTINE

ASSIGNEE:
BALLENTINE FAMILY INVESTMENTS, LLC





SCHEDULE A

TRADEMARK	Country or State	Name of Current Registrant	Date of Registration	Date of Filing	Ser. No./ Reg. No.
PENGUIN DRIVE-IN	US	Jean Ballentine	March 10, 2009	July 29, 2008	77/533,979 / 3,586,482
PENGUIN FOOD DRINKS DRIVE-IN and design	US	Jean Ballentine	March 10, 2009	July 30, 2008	77/534,378 / 3,586,500

TRADEMARK**REEL: 004799 FRAME: 0665**

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, a Notary Public, do hereby certify that Jean A. Ballentine
personally came before me this day and acknowledged that he/she is the authorized signatory
of BALLENTINE FAMILY INVESTMENTS, LLC, a limited liability company, and that by authority
duly given and as the act of the company, the foregoing instrument was signed in its name.

Witness my hand and official seal, this the 11th day of
June, 2012.

(Official seal.)

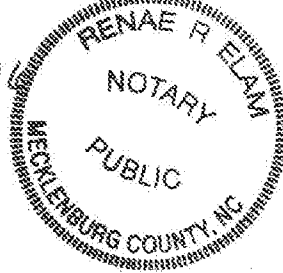
Rena R. Elam

Notary Public

Printed Name: Rena R. Elam

My Commission Expires:

Sept. 12, 2016



Jean A. Ballentine

TRADEMARK

REEL: 004799 FRAME: 0666

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, a Notary Public, do hereby certify that JEAN BALLENTINE personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 11th day of June, 2012

(Official seal.)

Rena E. Elam

Notary Public

Printed Name: Rena E. Elam

My Commission Expires:

Sept. 12, 2016

Jean B. Ballentine

